

**STATE OF MARYLAND
VOLUNTARY SEPARATION PROGRAM
APPLICATION FORM AND AGREEMENT**

1. General. I wish to apply for the Voluntary Separation Program (“VSP”). I understand this application form must be delivered to the VSP Administrator at the address below on or before 5 p.m. Eastern Standard Time on March 13, 2015. Postmarks will not be accepted. I understand that if, for any reason, my employment with the State of Maryland ends before my application is approved, I will cease to be an Eligible Employee and my application will be denied. In the event my application form is approved, I will be entitled to severance pay and severance benefits under the VSP so long as I remain an active employee in good standing until April 28, 2015.

2. Voluntary Nature of Separation. I acknowledge that I have read the Voluntary Separation Program Guide (“Guide”) and agree to the terms and conditions of the VSP as described fully in the Guide. I acknowledge that I **voluntarily** agree to end my employment with the State of Maryland, and that I make this decision of my own free will, and after having had a reasonable amount of time in which to consider the decision and the consequences thereof. I further expressly acknowledge: (a) that no threats, intimidation, or acts of coercion have been undertaken or implied by any employee, officer, or agent of the State to induce or compel me to enter into this Agreement; (b) that I do not believe I would be subjected to negative consequences for rejecting the opportunity to apply to participate in the VSP; and (c) that I have **not** been led to believe that I have no reasonable alternative but to participate in this VSP or suffer the loss of my employment or abolition of my position.

2. Severance Pay and Severance Benefits. I understand that if my application to the VSP program is approved that I will receive:

- a. A \$15,000 lump sum payment from which the State shall deduct all legally required sums, including taxes, other withholding, and any sums owed to the State;
- b. A \$200 bonus for each year of service with the State;
- c. Three months of continued medical, dental and prescription drug benefits in the plans in which I was enrolled immediately prior to separation, at no cost to me through July 31, 2015; and
- d. Any other benefits to which I am otherwise entitled by law.

3. Separation From Employment. I understand that if my application to the VSP is approved, my last day of employment shall be April 28, 2015. By signing this document, I am indicating that I have decided to voluntarily end my employment. I expressly acknowledge that I have not been informed of any intent to abolish my position or the position of any similarly situated employee if insufficient numbers of employees chose to participate in the VSP.

4. General Release. In consideration for the severance pay and severance benefits to be provided to me under the terms of VSP, I, on behalf of myself and my heirs, executors, administrators, and assigns, hereby forever and irrevocably release and discharge the State, its officers, employees, agents, successors, assigns and representatives from any and all claims, demands, charges, debts, defenses, actions or causes of action, grievances, obligations, damages and liabilities whatsoever which I have or may have, whether the same be at law, in equity or mixed, in any way arising from or relating to any act, occurrence, or transaction arising from my employment with the State, and any other claims under any federal, state or local law, including but not limited to any cause of action arising out of or addressable by the Family and Medical Leave Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1871, the Americans with Disabilities Act, Title 20 of the State Government Article of the Annotated Code of Maryland, Equal Employment Opportunity Commission (EEOC), or Maryland Commission on Civil Rights, which at any time prior to the date of this Release I have had or claim to have had, against the State. It is expressly agreed and understood that this is a General Release. I further expressly agree not to sue the State or to join in any lawsuit against the State concerning any matter which arose prior to the date of this Release.

Notwithstanding the above General Release of all claims, I am not waiving or releasing: (i) claims for workers' compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Agreement; (iii) claims arising after the date on which I sign this Agreement; or (iv) claims for vested or accrued benefits under a State employee benefit plan. I am, however, waiving all rights to recover money or other individual relief in connection with any charge filed by myself, the EEOC, or any other person or entity, in connection with my participation in the VSP.

5. RELEASE OF ALL CLAIMS. I UNDERSTAND AND AGREE THAT, OTHER THAN THE EXEMPTED CLAIMS AND CLAIMS THAT CANNOT BE WAIVED BY LAW, I AM WAIVING AND RELEASING ANY AND ALL CLAIMS AGAINST THE STATE UP TO THE DATE OF THIS AGREEMENT, IN EXCHANGE FOR CONSIDERATION TO WHICH I AM NOT OTHERWISE ENTITLED.

6. Consideration. I specifically acknowledge and agree that the benefits payable to me under the VSP exceed any amounts otherwise due to me upon my voluntary separation from employment with the State.

7. No Re-employment or Other Work with the State of Maryland. I also agree, for a period of eighteen (18) months from April 28, 2015, not to seek or accept employment or other work in any capacity for any State agency, unit or entity (for example, as an employee, temporary employee, independent contractor, consultant, or employee of a State contractor), and further agree that no State agency, unit or entity will be under any obligation to employ me or re-employ me or to consider me for employment or reemployment during that period. I understand that this prohibition may not be waived. I further acknowledge that if I do become re-employed in violation of this provision and the VSP, I will reimburse the State for the full amount of the severance pay and the cost of the State health benefits subsidy.

8. Time Period and Other Information. I acknowledge that I have been given sufficient time to consider this Agreement before signing. I further acknowledge that I have been advised in writing by this

Agreement and the Guide that I may consult with an attorney before signing this Agreement to help ensure that I fully understand the significance of all terms and conditions of this Agreement.

9. Return of State Property. On or before April 28, 2015, I must return to my immediate supervisor all State property in my possession or control, whether at work or elsewhere.

10. Employee Acknowledgements. I acknowledge and agree that I have not suffered any on-the-job injury for which I have not already filed a claim.

11. Non-Disclosure. I agree to keep and maintain the confidentiality of any and all information that I acquired during my employment with the State that is treated as confidential and nondiscloseable under State or federal law.

12. Cooperation With Counsel. I agree to cooperate with the State and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which I was involved or of which I have knowledge, or which occurred during my employment with the State. Nothing in this section 12 is intended to waive or limit rights that are excluded from the General Release, which rights are detailed in section 4 above.

13. Enforceability. If any provision of this application is deemed invalid or unenforceable for any reason by a court or other tribunal of competent jurisdiction, it shall not be stricken in its entirety or held void or unenforceable, but rather shall be deemed modified to make it enforceable to the maximum extent legally permissible, and the Agreement's remaining provisions shall continue in full force and effect.

14. Revocation. I understand that I may revoke my signed application form by notifying the VSP Administrator, in writing, on or before March 27, 2015. The revocation letter must be delivered by 5 p.m. Eastern Standard Time on or before March 27, 2015 (postmarks will not be accepted) to the following address: Department of Budget and Management, Office of Personnel Services and Benefits, Attention: VSP Administrator, 301 W. Preston Street, Suite 609, Baltimore, MD 21201. Revocations sent by facsimile, electronic mail, or inter-governmental mail will not be accepted. The State is not responsible for lost mail. I acknowledge that if I revoke my application form, I shall not be entitled to any severance pay or severance benefits under the VSP.

I acknowledge that should no such written revocation be received by the VSP Administrator by 5 p.m. on March 27, 2015, this application becomes IRREVOCABLE.

15. Final Acknowledgments. I further acknowledge and agree that: (i) I have carefully read and fully understand this Agreement in its entirety; (ii) I have been advised to consult an attorney before signing this Agreement and have had sufficient opportunity to do so; (iii) no other promises or inducements have been made to induce me to enter into this Agreement; (iv) this Agreement, including the terms of the VSP, is the entire agreement regarding the terms of my separation from employment with the State; and (v) no other promises or agreements shall be binding unless reduced to writing and signed by the parties. I also acknowledge and agree that I have knowingly and voluntarily entered into this Agreement by signing below.

(Name of Eligible Employee – Please Print)

(Signature of Eligible Employee)

(Department or Agency)

(Eligible Employee's Social Security Number)

(Eligible Employee's Phone Number)

(Date)

Date Received:

VSP Administrator

Tracking #

PLEASE SUBMIT TO:

**Department of Budget and Management
Office of Personnel Services and Benefits
Attn: VSP Administrator
301 W. Preston Street, Room 609
Baltimore, MD 21201**

Application forms and application revocation letters sent by facsimile, electronic mail or inter-governmental mail will not be accepted.